

Welcome!



The Home Book



Sutton Group – West Coast Realty

MIKE EDDY

250-701-1215

www.MikeEddyForYou.com





**6097 Chippewa Rd
Du East Duncan ~ V9L 5P6**

Interior Details

Layout: Main Level Entry with Lower Level(s)
Bedrms: 3 **Kitchens:** 1
Baths Tot: 4 **Fireplaces:** 2
Bth 2Pce: 2 **Storeys:**
Bth 3Pce: 0 **Fin SqFt:** 4,349
Bth 4Pce: 1 **Unfin SqFt:** 147
Bth 5Pce: 0 **Bed & Brk:**
Ens 2Pce: 0 **Addnl Acc:**
Ens 3Pce: 0 **Basement:** 7' 10" / Crawl Space, Finished, Partial, Walk-Out Access, With
Ens 4+Pce: 1 **FP Feat:** Family Room, Gas, Living Room
App Incl: Built-in Range, Dishwasher, Dryer, Oven Built-In, Range Hood, Refrigerator, Was
Intr Ftrs: Breakfast Nook, Ceiling Fan(s), Dining Room, Wine Storage, Workshop

Rooms

RoomType	Level	Dim/Pcs
Bathroom	Main	2-Piece
Bedroom - Primary	Main	13'9"x15'9"
Dining Room	Main	10'0"x14'2"
Eating Nook	Main	8'1"x11'2"
Ensuite	Main	4-Piece
Entrance	Main	6'0"x8'6"
Kitchen	Main	11'4"x14'0"
Laundry	Main	5'10"x8'0"
Living Room	Main	15'2"x17'7"
Office	Main	12'3"x12'11"
Walk-in Closet	Main	5'3"x5'8"
Bedroom	Second	11'3"x15'2"
Bedroom	Second	10'11"x12'6"
Family Room	Second	17'7"x24'2"
Hobby Rm	Second	11'2"x18'8"
Walk-in Closet	Second	4'4"x4'6"
Walk-in Closet	Second	4'4"x5'11"
Deck (Unfin)	Main	13'10"x38'5"
Garage (Unfin)	Main	23'6"x24'1"

Rooms Summary

	Lower	Main	Second	Third	Other
Fin SqFt	819	1,677	1,853	0	0
Beds	0	1	2	0	0
Baths	1	2	1	0	0
Kitchens	0	1	0	0	0

Listing Summary

MLS®: 1053051 **List Price:** \$1,339,000
Status: Active **Orig Price:** \$1,339,000
Sub Type: SF Det **Sold Price:**
DOM: 0 **Pend Date:**
Taxes: \$7,995 **Strata Fee:**
2026 Asmt: \$1,224,000 **Title:** Freehold

Remarks

Breathtaking views, exceptional design and seamless indoor-outdoor living define this meticulously maintained 4,349 sqft. executive home in the highly desirable Properties in Maple Bay. The main level boasts rich wood flooring, expansive windows, and a bright kitchen complete with a pantry, quality appliances, and a breakfast nook. With a cozy gas fireplace, the living room, dining area and kitchen all frame spectacular, sweeping vistas. A dedicated den/office adds convenience, and the generous primary suite offers a walk-in closet, spa-like ensuite, and direct access to a massive deck. The second level is built for entertainment, showcasing a huge family room with deck access, a fully equipped cinema room, and a stunning wine room with extra storage. Two additional large bedrooms feature walk-in closets, alongside a den and full bath with granite counters. The drywalled, heated, and cooled lower level serves as a workshop with patio access, easily converting into extra living space.

Building Information

Built (est): 2002 **Lgl NC Use:**
Oth Equ: Central Vacuum, Electric Garage
Const Mt: Frame Wood, Insulation: Ceiling, Insulation: Walls, Shingle-Wood, Stone, Vinyl Siding
Ext Feat: Balcony/Deck, Balcony/Patio, Fencing: Partial, Garden, Sprinkler System

Frnt Faces: SE

Bldg Style:

Bldg Warr:

EnerGuide Rtg/Dt:

Cool: Air Conditioning, Central Air

Heat: Forced Air, Natural Gas

Roof: Asphalt Shingle

Fndn: Poured Concrete

Accss: Primary Bedroom on Main

Lot/Strata Information

Prk Type: Driveway, Garage Double, On Street
Water: Municipal **Waste:** Sewer Connected
Lot Feat: Curb & Gutter, Easy Access, Family-Oriented Neighbourhood, Irregular Lot, Irrigation Sprinkler(s), Landscaped, Marina Nearby, Q
Complex:
SqFt Balc: **StrLots/Cplx**
SqFt Prk: **Bldgs/Cplx:**
SqFt Pat: **Suites/Bldg:**
SqFt Strg: **Floors/Bldg:**
Gnd/Top?: **Lvls/Suite:**
Shrd Am:
Lot Size: 16,038sqft / 0.36ac
Prk Tota: 4
Prk Cm Prp:
Prk LCP:
Prk Str Lot:
Str Lot Incl:
Dims (w/d):
View: Mountain(s), Valley, Lake
Services:
Rent Alld?:
Yng Ag Alld?:
Pets Alld?:
BBQs Alld?:
Unit Incl:



Property Notes for 6087 Chippewa Road

Please email any offers to mikeeddy@live.ca and leave open a minimum of 24 hours.

Included items: Fridge, cook top, built in ovens, dishwasher, washer, dryer, window coverings, all theatre room chairs and equipment. Seller believes the projector is only about 3 years old.

Negotiable items: Silver cabinets in the garage.

Preferred closing date: Negotiable

Building file review: Building permit was issued November 2, 2001, with an occupancy permit granted April 3, 2002. House was quality built by K2 Construction.

The following information has been provided as a courtesy only and should not be relied upon without independent verification.

- A new natural gas furnace and air conditioner were installed in approximately 2018. There is no heat pump in this house, and the seller states the air conditioner is much more effective than the previous heat pump.
- Crawlspace access in the workshop in the lowest level and the attic access is in the garage
- Newer electric blinds in the living areas on the main level.
- Bathrooms were also updated in 2018.
- Roof is original.
- 200-amp electrical panel is in the garage and there is a sub-panel in the basement.
- Built in vacuum is in the closet in the wine room.
- An irrigation system is in place and will be winterized.
- Quality kitchen appliances including Bosch cook top and wall ovens, a Miele dishwasher and LG Fridge.
- With a deck or patio on all 3 levels you can always enjoy the views.
- Beautifully landscaped yard.
- Solid surface countertops throughout the house.
- Workshop in the basement is drywalled, heated and cooled, has a 2-piece bathroom and access to the lower patio. It could quite easily be turned into more living space.

Measurements and room sizes done by third party, Go4 Virtual, buyers to verify if important.



Main Floor

Finished = 1677
(Ceiling Height 8' 10")

Porch = 72
Deck = 418
Patio = 120
Garage = 594
Shed = 59

Total = 2940

All measurements are approximate and
should be verified by the Buyer if important



6097 Chippewa Rd

Total Finished Area : 1677 Sq Ft



FLOOR PLAN PREPARED
FOR EXCLUSIVE USE OF
MIKE EDDY



Lower Floor

Finished = 1853
(Ceiling Height 9' 10")

Deck = 390

Unfinished
Storage = 147

Total = 2390

All measurements are approximate and
should be verified by the Buyer if important



6097 Chippewa Rd

Total Finished Area : 1853 Sq Ft



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FOR EXCLUSIVE USE OF
MIKE EDDY



Basement Floor

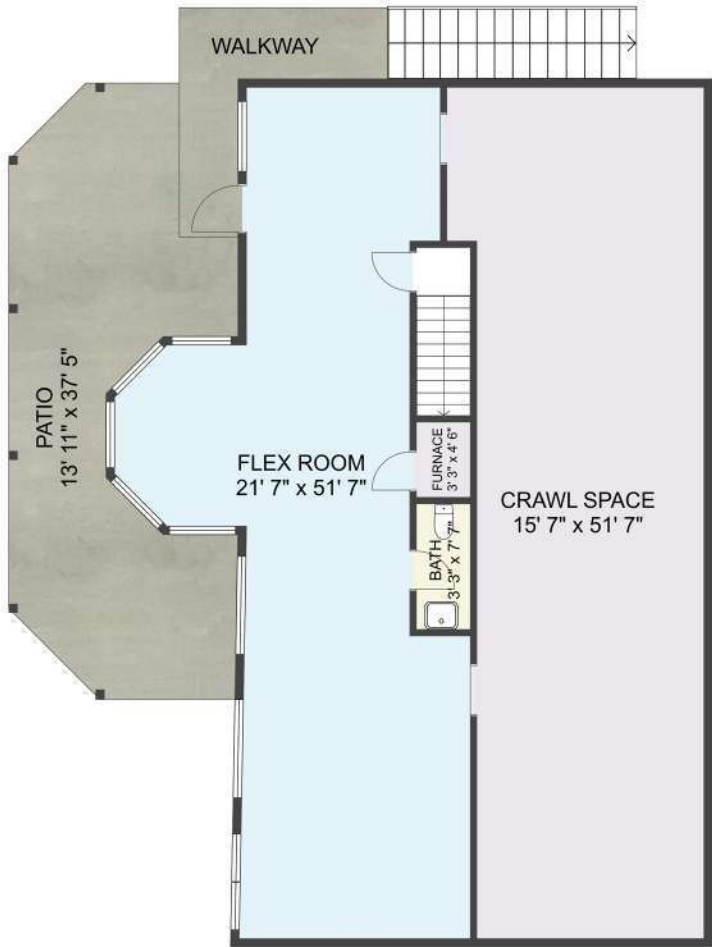
Finished = 819
(Ceiling Height 7' 10")

Unfinished
Crawl Space= 755

Patio = 405

Total = 1979

All measurements are approximate and
should be verified by the Buyer if important



FLOOR PLAN PREPARED
FOR EXCLUSIVE USE OF
MIKE EDDY

6097 Chippewa Rd
Total Finished Area : 819 Sq Ft



TITLE SEARCH PRINT

2026-10-15, 14:21:40

File Reference:

Requestor: Mike Eddy

Declared Value \$612000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

VICTORIA

Land Title Office

VICTORIA

Title Number

CB3035935

From Title Number

EM49002

Application Received

2026-08-27

Application Entered

2026-09-02

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

JUDITH MAE DOBSON, RETIRED
6097 CHIPPEWA ROAD
NORTH COWICHAN, BC
V9L 5P6**Taxation Authority**

North Cowichan, The Corporation of the District of

Description of Land

Parcel Identifier:

018-743-862

Legal Description:

LOT 227, SECTION 1, RANGE 3, COMIAKEN DISTRICT, PLAN VIP58746

Legal Notations

HERETO IS ANNEXED EASEMENT EG34416 OVER LOT 2, PLAN VIP54532

Charges, Liens and Interests

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

EH50620

Registration Date and Time:

1994-04-20 10:23

Registered Owner:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN
PART (INTER ALIA) IN PLAN VIP58747

Remarks:

Nature:

STATUTORY BUILDING SCHEME

Registration Number:

EH50623

Registration Date and Time:

1994-04-20 10:23

Remarks:

INTER ALIA
SECTION 216, LAND TITLE ACT

TITLE SEARCH PRINT

2026-10-15, 14:21:40

File Reference:

Requestor: Mike Eddy

Declared Value \$612000

Nature:	MORTGAGE
Registration Number:	CA2286264
Registration Date and Time:	2011-11-25 11:07
Registered Owner:	CANADIAN IMPERIAL BANK OF COMMERCE

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE



PARCEL IDENTIFIER (PID): 018-743-862

SHORT LEGAL DESCRIPTION:S/VIP58746/////227

MARG:*

TAXATION AUTHORITY:

1 North Cowichan, The Corporation of the District of

FULL LEGAL DESCRIPTION: CURRENT

LOT 227, SECTION 1, RANGE 3, COMIAKEN DISTRICT, PLAN VIP58746

MISCELLANEOUS NOTES:

SRW PLAN VIP58747

VIP58747 PP

VIP58747 PP

ASSOCIATED PLAN NUMBERS:

SUBDIVISION PLAN VIP58746

PLAN VIP58747

AFB/IFB: MN: Y PE: 0 SL: 1 TI: 1

A handwritten signature in blue ink, appearing to read "J. Nelson", is located in the bottom right corner of the page.

INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT

RESIDENTIAL

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE PROPERTY DISCLOSURE STATEMENT.

EFFECT OF THE PROPERTY DISCLOSURE STATEMENT

The Property Disclosure Statement will not form part of the Contract of Purchase and Sale unless so agreed by the Buyer and the Seller. This can be accomplished by inserting the following wording in the Contract of Purchase and Sale:

“The attached Property Disclosure Statement dated (date)
is incorporated into and forms part of this contract.”

ANSWERS MUST BE COMPLETE AND ACCURATE

The Property Disclosure Statement is designed, in part, to protect the Seller by establishing that certain information concerning the Premises has been provided to the Buyer. It is important that the Seller not answer “do not know” or “does not apply” if, in fact, the Seller knows the answer. **Disclosure is the preferred approach to support transparency and reduce the risk of post-closing disputes. Sellers are advised that partial, incomplete, or non-responses on this form may still give rise to legal liability.** If you are unsure about what to disclose or whether you have to make a disclosure, have a conversation with your REALTOR®. If you intend not to make any disclosures about the Property, do not complete this form. Instead, speak with your REALTOR® about using the Property No-Disclosure Statement Form. If the additional information is provided, it must provide all relevant information known to the Seller.

BUYER MUST STILL MAKE THE BUYER'S OWN INQUIRIES

The Buyer must still make their own inquiries after receiving the Property Disclosure Statement. Each question and answer must be considered, keeping in mind that the Seller's knowledge of the Premises may be incomplete. Additional information can be requested from the Seller or from an independent source such as the municipality or regional district. The Buyer can hire an independent, licensed inspector or other professional to examine the Premises and / or improvements to determine whether defects exist and to provide an estimate of the cost of repairing problems that have been identified on the Property Disclosure Statement or an inspection report.

FOUR IMPORTANT CONSIDERATIONS

1. The Seller is legally responsible for the accuracy of the information which appears in the Property Disclosure Statement. Not only must the answers be correct, but they must be complete. The Buyer will rely on this information when the Buyer contracts to purchase the Premises. Even if the Property Disclosure Statement is not incorporated into the Contract of Purchase and Sale, the Seller will still be responsible for the accuracy of the information in the Property Disclosure Statement if it caused the Buyer to agree to buy the Property.
2. The Buyer must still make their own inquiries concerning the Premises in addition to reviewing a Property Disclosure Statement, recognizing that, in some cases, it may not be possible to claim against the Seller if the Seller cannot be found or is insolvent.
3. Anyone who is assisting the Seller to complete a Property Disclosure Statement should take care to see that the Seller understands each question and that the Seller's answer is complete. It is recommended that the Seller complete the Property Disclosure Statement in their own writing to avoid any misunderstanding.
4. If any party to the transaction does not understand the English language, consider obtaining competent translation assistance to avoid any misunderstanding.



PROPERTY DISCLOSURE STATEMENT RESIDENTIAL

PAGE 1 of 5 PAGES

Date of disclosure: October 23 2026

The following is a statement made by the Seller concerning the Premises located at:

ADDRESS: 6097 Chippewa Road North Cowichan BC V9L 5P6 (the "Premises")

THE SELLER IS RESPONSIBLE for the accuracy of the answers in this Property Disclosure Statement and, where uncertain should reply "Do Not Know." This Property Disclosure Statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the Seller and the Buyer.	THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.			
	YES	NO	DO NOT KNOW	DOES NOT APPLY

1. LAND

A. Are you aware of any encroachments, unregistered easements, or unregistered rights-of-way?		JML		
B. Are you aware of any existing tenancies, written or oral?		JML		
C. Are you aware of any past or present underground oil storage tank(s) on the Premises?		JML		
D. Is there a survey certificate available?	JML			
E. Are you aware of any current or pending local improvement levies / charges?		JML		
F. Have you received any other notice or claim affecting the Premises from any person or public body?		JML		

2. SERVICES

A. Please indicate the water system(s) the Premises uses: ☒ A water provider supplies my water (e.g., local government or private utility). ☐ I have a private groundwater system (e.g., a well). ☐ Water is diverted from a surface water source (e.g., creek or lake). ☐ Not connected. Other _____				
B. If you indicated in 2.A. that the Premises have a private groundwater or private surface water system, you may require a water licence issued by the provincial government.				
(i) Do you have a water licence for the Premises already?				
(ii) Have you applied for a water licence and are awaiting a response?				
C. Are you aware of any problems with the water system?		JML		

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BUYER'S INITIALS

BC1002 REV. JUL 2025

JML		
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SELLER'S INITIALS

COPYRIGHT BC REAL ESTATE ASSOCIATION

DATE OF DISCLOSURE

ADDRESS: 6097 Chippewa Road North Cowichan

BC V9L 5P6

2. SERVICES (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
D. Are records available regarding the quality of the water available (such as geochemistry and bacteriological quality, or water treatment installation / maintenance records)?				<i>JMD.</i>
E. Are records available regarding the quantity of water available (such as pumping tests or flow tests)?				<i>JMD.</i>
F. Indicate the sanitary sewer system the Premises are connected to: ☒ Municipal ☐ Community ☐ Septic ☐ Lagoon ☐ Not Connected Other _____				
G. Are you aware of any problems with the sanitary sewer system?		<i>JMD.</i>		
H. Are there any current service contracts (e.g., septic removal or maintenance)?		<i>JMD.</i>		
I. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				<i>JMD.</i>

3. BUILDING

A. To the best of your knowledge, are the exterior walls insulated?	<i>JMD.</i>			
B. To the best of your knowledge, is the ceiling insulated?	<i>JMD.</i>			
C. To the best of your knowledge, have the Premises ever contained any asbestos products?	<i>JMD.</i>	<i>JMD.</i>		
D. Has a final building inspection been approved, or has a final occupancy permit been obtained?	<i>JMD.</i>			
E. Has the fireplace, fireplace insert, or wood stove installation been approved: (i) ☒ by local authorities? NATURAL GAS FIREPLACES (ii) ☐ by a WETT-certified inspector?	<i>JMD.</i>			
F. Are you aware of any infestation or unrepaired damage by insects, rodents, or bats?		<i>JMD.</i>		
G. Are you aware of any structural problems with any of the buildings?		<i>JMD.</i>		
H. Are you aware of any additions or alterations made in the last 60 days?		<i>JMD.</i>		
I. Are you aware of any additions or alterations made without a required permit and final inspection (e.g., building, electrical, gas, etc.)?		<i>JMD.</i>		
J. Are you aware of any problems with the heating and / or central air conditioning system?		<i>JMD.</i>		

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BUYER'S INITIALS

BC1002 REV. JUL 2025

<i>JMD.</i>		
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SELLER'S INITIALS

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DATE OF DISCLOSURE

ADDRESS: 6097 Chippewa Road North Cowichan

BC V9L 5P6

3. BUILDING (continued)

	YES	NO	DO NOT KNOW	DOES NOT APPLY
K. Are you aware of any moisture and/or water problems in the walls, basement, or crawl space?		JMS.		
L. Are you aware of any damage due to wind, fire or water?		JMS.		
M. Are you aware of any roof leakage or unrepaired roof damage? (Age of roof if known: 2002 years)		JMS.		
N. Are you aware of any problems with the electrical or gas system?		JMS.		
O. Are you aware of any problems with the plumbing system?		JMS.		
P. Are you aware of any problems with the swimming pool and / or hot tub?				JMS.
Q. Do the Premises contain unauthorized accommodation?		JMS.		
R. Are there any equipment leases or service contracts (e.g., security systems, water purification, etc)?		JMS.		
S. Were these Premises constructed by an "owner builder," as defined in the <i>Homeowner Protection Act</i> , within the last ten years? (If Yes, attach the required Owner Builder Disclosure Notice.)		JMS.		
T. Are these Premises covered by home warranty insurance under the <i>Homeowner Protection Act</i> ?		JMS.		
U. Is there a current "EnerGuide for Houses" rating number available for these Premises? (i) If Yes, what is the rating number? _____ (ii) When was the energy assessment report prepared? _____ (DD/MM/YYYY)		JMS.		
V. To the best of your knowledge, have the Premises been tested for radon? (i) If Yes, was the most recent test: ☐ short term or ☐ long term (more than 90 days) Level: _____ ☐ bq/m3 ☐ pCi/L on _____ (date of test (DD/MM/YYYY))		JMS.		
W. Is there a radon mitigation system on the Premises? (i) If Yes, are you aware of any problems or deficiencies with the radon mitigation system?		JMS.		

4. GENERAL

A. Are you aware if the Premises have been used to grow cannabis (other than as permitted by law) or to manufacture illegal substances?		JMS.		
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BUYER'S INITIALS

JMS.		
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SELLER'S INITIALS

DATE OF DISCLOSURE

ADDRESS:6097 Chippewa RoadNorth CowichanBCV9L 5P6

4. GENERAL (continued)	YES	NO	DO NOT KNOW	DOES NOT APPLY
B. Are you aware of any latent defect with respect to the Premises? <i>For the purposes of this question, "latent defect" means a defect that cannot be discerned through a reasonable inspection of the Premises that renders the Premises:</i> <i>(a) dangerous or potentially dangerous to occupants; or</i> <i>(b) unfit for habitation.</i>				
C. Are you aware of any existing or proposed heritage restrictions affecting the Premises (including the Premises being designated as a "heritage site" or as having "heritage value" under the <i>Heritage Conservation Act</i> or municipal legislation)?				
D. Are you aware of any existing or proposed archaeological restrictions affecting the Premises (including the Premises being designated as an archaeological site or as having archaeological value under applicable law)?				

5. ADDITIONAL COMMENTS AND / OR EXPLANATIONS (Use additional pages if necessary)

The Seller states that the information provided is true, based on the Seller's current actual knowledge as of the date on page 1. If, prior to the completion of a sale of the Property, the Seller becomes aware of any material changes to such information, the Seller will ensure that such material changes are made known to the Buyer. The Seller acknowledges and agrees that a copy of this Property Disclosure Statement may be given to a prospective Buyer.

BUYER'S INITIALS



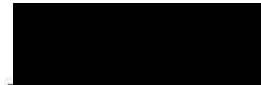
SELLER'S INITIALS

DATE OF DISCLOSURE

ADDRESS: 6097 Chippewa Road North Cowichan

BC V9L 5P6

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.



SELLER(S) JUDITH MAE DOBSON

SELLER(S)

SELLER(S)

The Buyer acknowledges that the Buyer has received, read, and understood a signed copy of this Property Disclosure Statement from the Seller or the Seller's brokerage on the _____ day of _____ yr _____.

The Buyer acknowledges and understands that the information contained in this Property Disclosure Statement is based on the Seller's actual knowledge as of the date on page 1.

The prudent Buyer will use this Property Disclosure Statement as the starting point for the Buyer's own inquiries.

The Buyer is urged to carefully inspect the Premises and, if desired, to have the Premises inspected by a licensed inspection service of the Buyer's choice.

The Buyer acknowledges that all measurements are approximate.

BUYER(S)

BUYER(S)

BUYER(S)

The Seller and the Buyer understand that neither the Listing nor Selling Brokerages nor their Managing Brokers, Associate Brokers, or Representatives warrant or guarantee the information provided about the Premises.

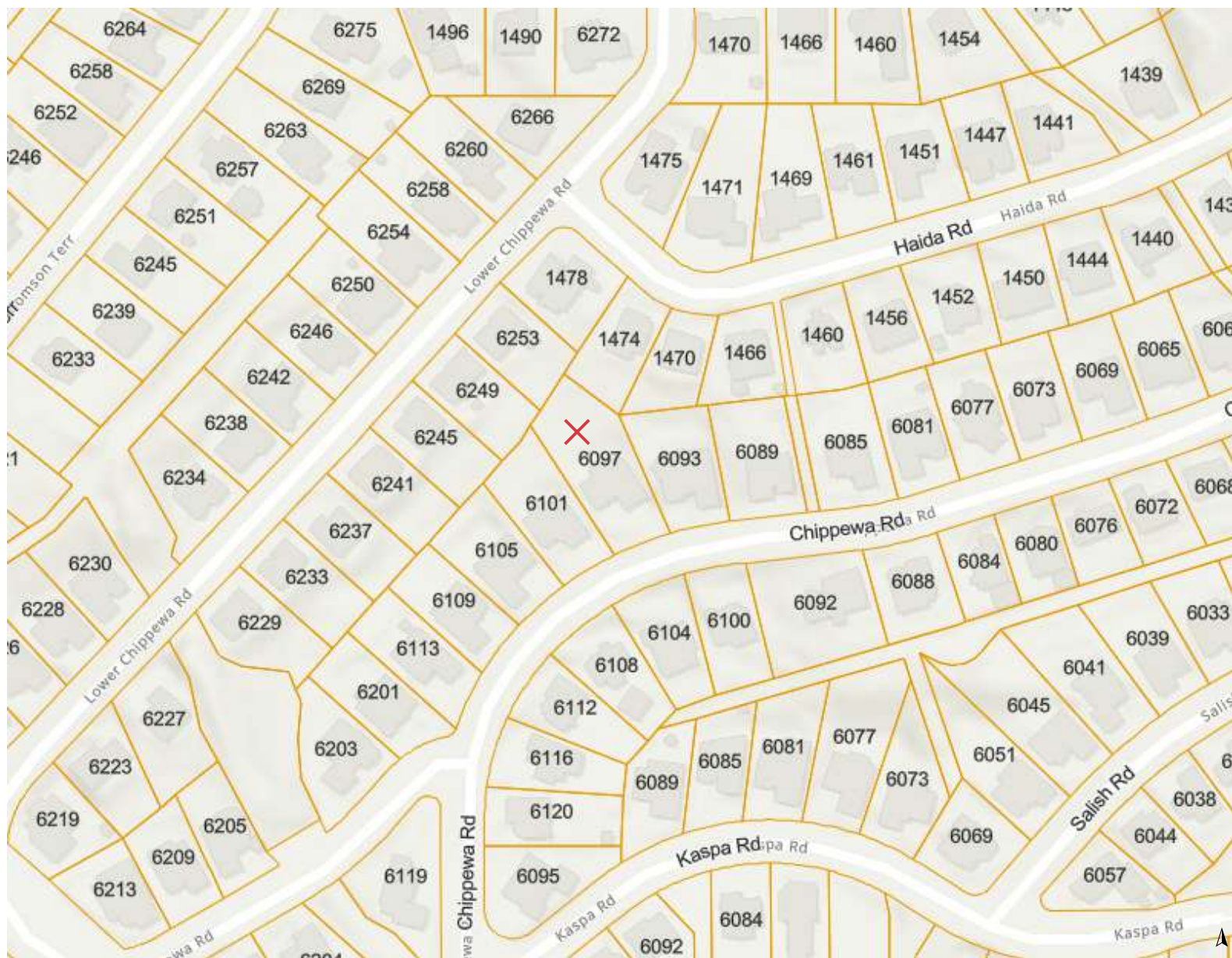
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Legend

Boundaries and Place Names

North Cowichan Boundary



Property Information

Foreshore Lots



Civic Address Labels

Strata Parcels



Parcels



Transportation

Road Names

0 50 100 m

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Residential One and Two-Family Zone (R3)

[BL3150, BL3302, BL3323, BL3418, BL3674, BL3758, BL3891]

Permitted Uses

58 (1) The permitted uses for the R3 zone are as follows:

Agriculture
Assisted Living
Bed and Breakfast
Community Care Facility
Detached Accessory Dwelling Unit
Home-based Business
Multi-Family Residence
Secondary Suite
Single-Family Dwelling
Supportive Housing
Two-Family Dwelling [BL3302]

Minimum Lot Size

(2) The minimum permitted lot size in the R3 zone is 670 m² (7,212 sq. ft.).

Minimum Frontage

(3) The minimum permitted frontage in the R3 zone is 18.0 m (59.06').

Density

(4) The maximum permitted density for the R3 zone is as follows:

- (a) The number of residential buildings shall not exceed one, except, where the principal residential building consists of a single-family dwelling with or without a secondary suite, in which case one detached accessory dwelling unit is permitted.
- (b) The number of dwelling units shall not exceed:
 - (i) Three in the case of lots that are less than 280 m² (3,014 sq. ft.) in area.
 - (ii) Four in the case of lots that are at least 280 m² (3,014 sq. ft.) but not more than 4,050 m² (1 acre) in area.
 - (iii) Two in the case of lots that are greater than 4,050 m² (1 acre) in area.

Maximum Lot Coverage

(5) Where a lot contains one residential building and up to two dwelling units the maximum permitted lot coverage in the R3 zone is as follows:

- (a) 30% of the lot area for lots of 650 m² (7,000 sq. ft.) or larger; and
- (b) 35% of the lot area for lots less than 650 m² (7,000 sq. ft.).

(5.1) Where a lot contains three or more dwelling units or contains a detached accessory dwelling unit the maximum permitted lot coverage in the R3 zone is as follows:

- (a) 35% of the lot area for lots of 650 m² (7,000 sq. ft.) or larger;
- (b) 40% of the lot area for lots less than 650 m² (7,000 sq. ft.) but larger than 500 m² (5,382 sq. ft.); and
- (c) 45% of the lot area for lots 500 m² (5,382 sq. ft.) or less.

Minimum Setbacks

(6) The minimum permitted setbacks for the R3 zone are as follows:

- (a) Principal Buildings
 - Yard, Front, 4.5 m (14.76')
 - Yard, Side, 1.5 m (4.92')
 - Yard, Side when adjacent to a lane or street, 3.0 (9.8')

- Yard, Rear, 7 m (22.97')
- (b) Accessory Buildings and Structures (Excluding Fences)
 - Yard, Front, 5.0 m (16.40')
 - Yard, Side, 1.0 m (3.28')
 - Yard, Rear, 1.5 m (4.92') [BL3323]

- (6.1) The minimum permitted setback from the vehicle entrance of a principal or accessory building to a public road other than a lane is 5.8 m (19.03'). [BL3150]

Maximum Building Height

- (7) The maximum permitted building heights for the R3 zone are as follows:
- (a) Principal Building, 9.0 m (29.53')
 - (b) Accessory Building, 5.0 m (16.40')

Conditions of Use

- (8) The conditions of use for the R3 zone are as follows:
- (a) [Repealed. BL3891]
 - (b) [Repealed. BL3891]
 - (c) [Repealed. BL3891]
 - (d) Bed and breakfast uses may have no more than three sleeping units.
 - (e) Bed and breakfast uses in a single-family dwelling must be an accessory use and shall not be the principal use.
 - (f) [Repealed. BL3758]
 - (g) [Repealed. BL3674]
 - (i) Limited farm sale of agricultural products may be sold directly to the public provided that:
 - (i) a minimum of 50% of the agricultural products offered for sale are produced on the land;
 - (ii) the covered retail sales area does not exceed 100 m² (1076.4 sq. ft.); and
 - (iii) the retail sales are clearly ancillary to the farm use. [BL3083]
 - (j) Assisted Living, Supportive Housing, and Community Care Facilities may be permitted provided that
 - (i) the number of residents does not exceed three, and
 - (ii) the use is within a single-family dwelling unit only, which for clarity does not include a two-family dwelling. [BL3083; BL3302; BL3323; BL3418]
- (9) Despite sections 58 (2) and 58 (3) the minimum permitted lot size is 450 m² (4,844 sq. ft.) and the minimum permitted frontage is 15 m (49.21') on the following properties:
- (a) 6077 Mary Street (PID: 000-328-332)
 - (b) 3056 Gibbins Road (PID: 005-667-909)
 - (c) Lot 1 Sophia Road (PID: 029-263-123)
 - (d) 3214 Cowichan Lake Road (PID: 001-086-359)
 - (e) 7978 Tidemark Way (PID: 028-795-261)
 - (f) 6125 Lakeview Drive (PID: 003-760-251)
 - (g) 9921 Echo Heights (PID: 027-633-250)
 - (h) 5850 (Lot 3) Highland Avenue (PID: 007-387-687)
 - (i) 1578 Adelaide Street (PID: 003-247-988)
 - (j) 3192 Sherman Road (PID: 002-748-851)
 - (k) 5951 Highland Avenue (PID: 000-392-651)

Driveway Width

- (10) Individual driveway widths shall not exceed 6.0 m (19.68') of the lot frontage for each dwelling.

The Corporation of the District of North Cowichan

P.O. Box 276, Duncan, BC
Building Department
Phone: 746-3100 • Fax: 746-3164

BUILDING
PERMIT

Folio No.

8053-227

DEPT. FILE COPY

3718

VALIDATION

DATE Nov 02 18 2001 PERMIT NO. 241-01
APPLICANT K2 DEV'T LTD. ADDRESS 1159 MAPLE BAY ROAD V9L 5X1
PERMIT TO Construct. (1) STORY RESIDENCE NUMBER OF DWELLING UNITS 1
(TYPE OF IMPROVEMENT) (NO.) (PROPOSED USE)
AT (LOCATION) 6097 CHIPPEWA ROAD ZONING DISTRICT A-2 (LUC)
(NO.) (STREET)
S1 R3
SUBDIVISION COMIAKEN, Vip 58746 LOT 227 BLOCK _____ LOT SIZE .368 Ac

This permit is granted on the express condition that the said construction shall, in all respects, conform to the Ordinances of this jurisdiction including the Zoning Ordinance, regulating the construction and use of buildings, and may be revoked at any time upon violation of any provisions of said ordinances. THE BUILDING SHALL CONFORM IN CONSTRUCTION TO THE REQUIREMENTS OF THE BRITISH COLUMBIA CODE AND ATTACHED PLAN CORRECTION SHEET

REMARKS: _____

BUILDING AREA 1602. ESTIMATED VALUE \$ 225,000 PERMIT FEE \$ 835-
(SQUARE FEET)
OWNER / AGENT X John S
ADDRESS 1159 Maple Bay Rd V9L 5X1 BUILDING DEPT. BY ESTRICH

SEWATER
SE SEWER
The Corporation of the District of North Cowichan

R.O. Box 278, Duncan, BC
Building Department
Phone: 746-3100 • Fax: 746-3154

Folio No.

8053-227

ACCESS APPROVED

CERTIFICATE ISSUED
DATE

APRIL 03/2002

ETJ BICHEL

BUILDING PERMIT
CERTIFICATE OF OCCUPANCY

DATE

NOV 02

2001

PERMIT NO.

241-01

APPLICANT

K2 DEV'T LTD.

ADDRESS

1159 MAPLE BAY ROAD V9L 5X1

PERMIT TO

CONSTRUCT.

(1)

STORY

RESIDENCE

NUMBER OF DWELLING UNITS

1

AT (LOCATION)

6097

CHIPPENAW ROAD

ZONING DISTRICT

A-2 (HUC)

SUBDIVISION

COVIAXEN, Vip 58746

LOT

227

BLOCK

LOT SIZE

368 AC

This permit is granted on the express condition that the said construction shall, in all respects, conform to the Ordinances of this jurisdiction including the Zoning Ordinance, regulating the construction and use of buildings, and may be revoked at any time upon violation of any provisions of said ordinances. THE BUILDING SHALL CONFORM IN CONSTRUCTION TO THE REQUIREMENTS OF THE BRITISH COLUMBIA CODE AND ATTACHED PLAN CORRECTION SHEET

REMARKS:

The inspection on which this certificate is based is made to further municipal interests, and not for the benefit of the owner. The inspector and municipality disclaim any responsibility to the owner for the effectiveness of the inspection, and they make no representation by this certificate.

BUILDING AREA

1602.

OWNER / AGENT

K

ADDRESS

1159 MAPLE BAY RD V9L 5X1

G-4 1/2

FOLIO No. 8053-227					
LEGAL DESCRIPTION					
LOT	BLK	RGE	SEC	PLAN	DIST.
227		3	1	58746	COM

**THE CORPORATION OF THE
DISTRICT
OF
NORTH COWICHAN**

ADDRESS
6097 CHIPPEWA RD

	MUNICIPAL SERVICES				RECORD	
METER SERIAL No.	WATER	SEWER	DRAIN	CULVERT	GAS	HYDRO/TEL
INSTALLATION DATE	FEB 94	FEB 94	FEB 94	/		FEB 94
SIZE OF SERVICE	19 mm	100	100	/		
TYPE OF PIPE	PolyETHYLENE	PVC	PVC	/		
CONNECTION LENGTH	4.2	4.0	4.5	/		
METER SIZE AND TYPE		/	/	/		
DEPTH AT P.L.	1.0	1.0	1.0	/		
DEPTH OF MAIN	1.0	2.4	2.4	/		
LOCATION AT P.L.	9.6m W of E P	20.0m S of NW P	20.35 of N.W. P	/		1.5m E of W P
LOCATION AT MAIN	"	SMH 127K+17.7	DMHDA+18.8	/		
REVISION / DATE						
COMMENTS						

29 OCT 01

SEE REVERSE FOR SKETCH

COLOR CODE — W-BLUE, S-RED, D-GREEN

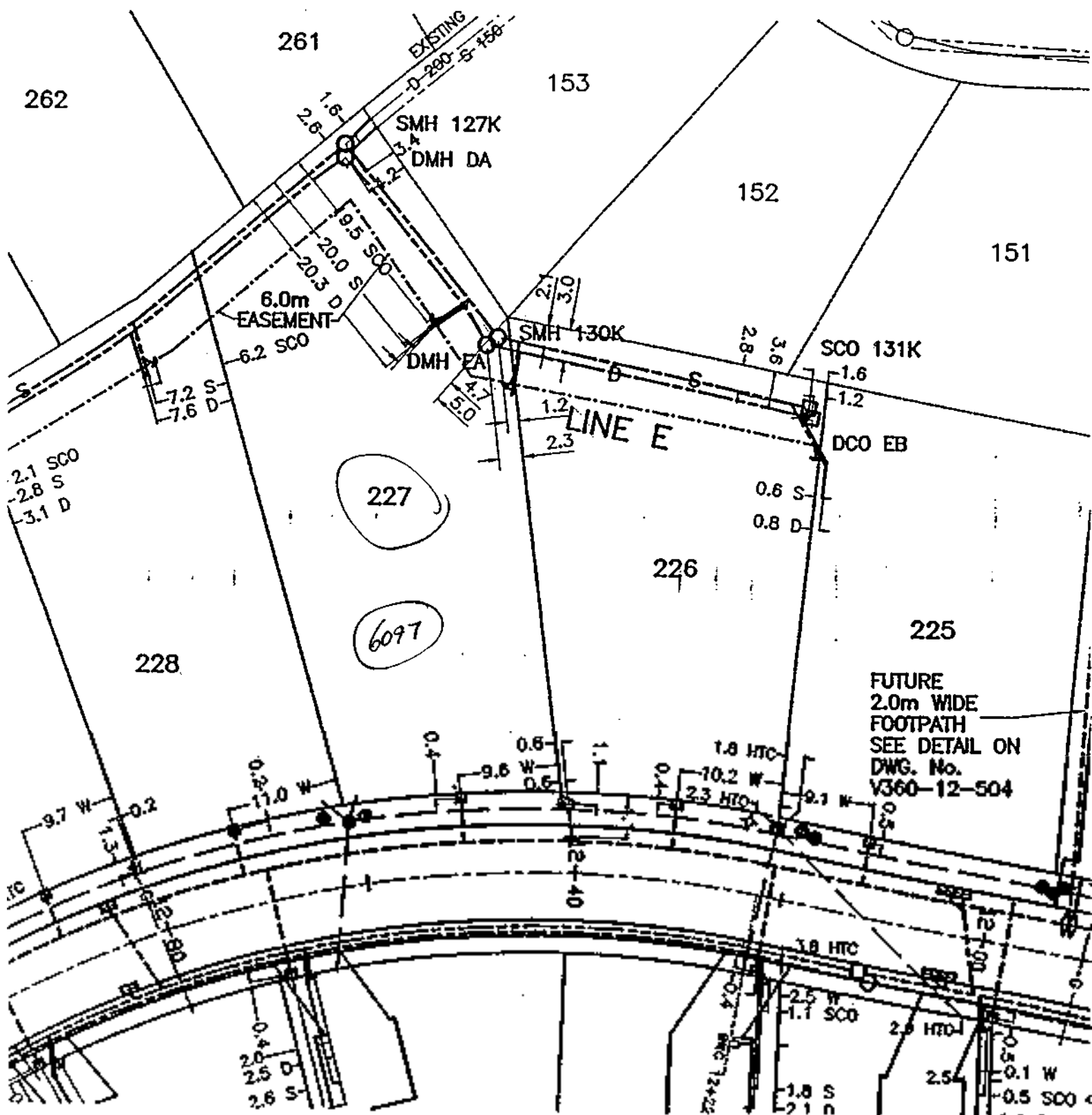
PRIOR TO EXCAVATING CONTACT GAS, HYDRO,
TELEPHONE AND CABLE TO CONFIRM LOCATIONS.

THE MUNICIPALITY ASSUMES NO RESPONSIBILITY
FOR THE ACCURACY OF THE INFORMATION
CONTAINED ON THIS SERVICE RECORD.

67.0m-200 Ø PVC SDR 35
STORM DRAIN @ 15.51%

2+42.92
153.823

TO DMH DC		TO :
DISTANCE (m)	DESCRIPTION	DISTANCE (m)
9.3	Service Lot 230	10.5
28.6	Service Lot 231	29.4
● DMH DC	Service Lot 232	53.6



NOTES

1. ALL WORKS TO BE IN ACCORDANCE WITH THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN ENGINEERING STANDARDS.
2. ELEVATIONS ARE GEODETIC FROM MONUMENT 520, ELEVATION 145.305m.
3. SUBGRADE TO BE INSPECTED AND APPROVED PRIOR TO SUBBASE OR BASE COURSE CONSTRUCTION.
4. CONTRACTOR TO CONFIRM LOCATIONS OF ALL EXISTING SERVICES AND UTIL PRIOR TO CONSTRUCTION.

EXST.

PROP.

B.C. LAND SURVEYOR'S
CERTIFICATE OF LOCATION FOR

LOT 227, SECTION 1, RANGE 3,
COMIAKEN DISTRICT,
PLAN VIP58746

SCALE 1:500

All distances are in metres.

RECEIVED

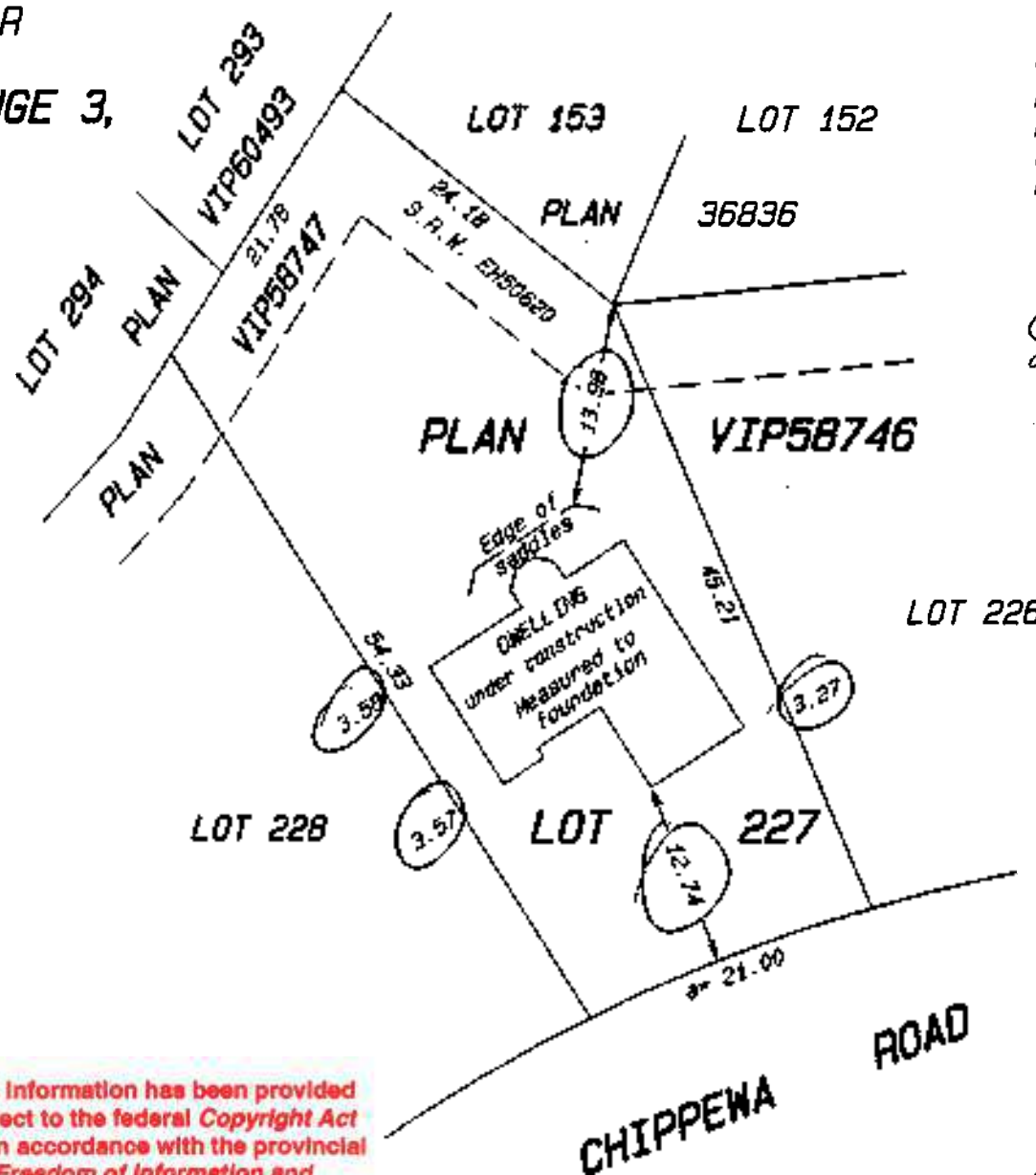
JAN 22 2002

DISTRICT OF
NORTH COWICHAN

The purpose of this plan is for the
protection of the mortgagee only
and not for the re-establishment
of property boundaries.

KENYON WILSON
PROFESSIONAL LAND SURVEYORS
#221 CORONATION AVENUE
DUNCAN, B.C. V9L 2T1 (250) 746-4745
FILE 01-5448.CRT

This information has been provided
subject to the federal Copyright Act
and in accordance with the provincial
Freedom of Information and
Protection of Privacy Act.



Note: Lot 227 lies within the Corporation of the
District of North Cowichan and is
subject to Land Use Contract C27404

Setback requirements are as follows:

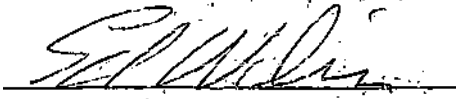
Principal Buildings

Front	6.0 m
Side	3.0 m
Rear	8.0 m

Setbacks OK
EST
Jan 22/02
Folio-8053-227

All clearance distances are shown to an
accuracy of plus or minus 0.03 metres.

This is to certify that the structure on
the above lot lies wholly within the said
lot and does not encroach on any
adjoining lot or road. Certified
correct this 30th day of November, 2001.

©  B.C.L.S.

THIS DOCUMENT IS NOT VALID UNLESS
ORIGINALLY SIGNED AND SEALED.

PROPERTY INFORMATION

General Property Information

Civic Address: 6097 CHIPPEWA RD
Folio: 08053-227
LTO Number: CB3035935
PID: 018-743-862
MHR Number:
Status: Active
Property No: 106569
Legal: LOT 227 SECTION 1 RANGE 3 COMIAKEN PLAN VIP58746

Property Attributes

Title	Value	Description
BCAA		
MANUAL CLASS	0157	2 Sty Sfd - New Semicustom
ACTUAL USE	000	SINGLE FAMILY DWELLING
FIRE AREA	SOUTH END	
CURBSIDE PICKUP		
GARBAGE SCHEDULE	RED B	RED B SCHEDULE
ZONING	R3	RESIDENTIAL ONE AND TWO FAMILY ZONE

Property Tax Levies and Assessments Summary

Notice Year Date	Type	Total Levy	Class	Gross Land	Gross Improvements	Gross Assessment	Net Assessment
2026 May 11, 2026	Reg	7,995.17	1	357,000	867,000	1,224,000	1,224,000
2025 May 02, 2025	Reg	7,447.02	1	350,000	885,000	1,235,000	1,235,000
2024 May 15, 2024	Reg	7,308.98	1	327,000	960,000	1,287,000	1,287,000

Licensing Information

There is no licensing account information for this property.

Community Development

There is no community development information for this property.

Please Note: This statement is issued in accordance with Community Charter Section 249 - Certificate of Outstanding Taxes. Under 249(3), an error in a statement or certificate given under this section does not subject the municipality to damages. This property may be subject to other charges or fees.

[Contact](#) | [Privacy Statement](#) | [Legal Disclaimer](#)

PLAN VIP 58746

Deposited in the Land Title Office at Victoria, B.C.
This 20 day of April 1954.

Page 1 of 2

Page 2 of 2

93 MR 25 14 08 2

EG034416

LAND TITLE ACT
FORM C

(Section 219.81)

Province of
British ColumbiaRECEIVED
LAND TITLE OFFICE
VICTORIA

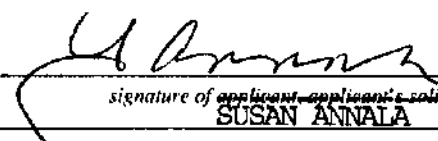
GENERAL INSTRUMENT - PART I

(This area for Land Title Office use)

Page 1 of 4 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

4
4
Susan Annala (683-6700)
10th Floor, 1075 West Georgia Street
Vancouver, B.C. V6E 4G8
Agent for First National Properties Ltd.


signature of applicant, applicant's solicitor or agent
SUSAN ANNALA

West Coast

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

017 829 020

Lot 2, Sections 1 and 2, Range 3,
Comiaken District, Plan VIP54532

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE

(page and paragraph)

PERSON ENTITLED TO INTEREST

Easement

Entire Document

Registered Owner of Section 1,
Range 3, Comiaken District except
part in Plans 35735, 35736, 36836,
VIP54532 and VIP55257 (PID 002-425-602)

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms

(b) Express Charge Terms

(c) Release

☐

D.F. No.

☒

Annexed as Part 2

☐

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

FIRST NATIONAL PROPERTIES LTD. (Amalgamation No. 331455)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*

FIRST NATIONAL PROPERTIES LTD. (Amalgamation No. 331455)

10th Floor, 1075 West Georgia Street

Vancouver, B.C. V6E 4G8

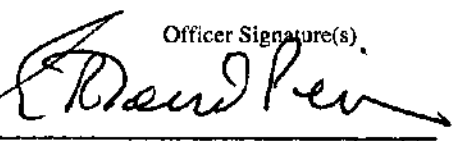
03/25/93 A9029a CHARGE 50.00

7. ADDITIONAL OR MODIFIED TERMS: *

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

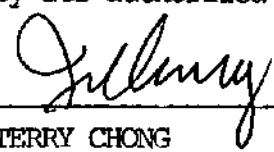

E. ROLAND PIERROT
Solicitor
1000 - 1075 W. Georgia St.
Vancouver, B.C. V6E 4G8

Execution Date

Y	M	D
93	3	22

Party(ies) Signature(s)

FIRST NATIONAL PROPERTIES LTD.
by its authorized signatory


TERRY CHONG

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument. *If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

**If space insufficient, continue executions on additional page(s) in Form D.

**LAND TITLE ACT
FORM D****EXECUTIONS CONTINUED**

Page 2 of 4

Officer Signature(s)



E. ROLAND PIERROT
Solicitor
1000 - 1075 W. Georgia St.
Vancouver, B.C. V6E 4G8

Execution Date

Y M D

93 3 22

Transferor/Borrower/Party
Signature(s)

FIRST NATIONAL PROPERTIES LTD.
by its authorized signatory


TERRY CHONG**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**TERMS OF INSTRUMENT - PART 2
EASEMENT**

WHEREAS:

- A. The Transferor is the registered owner of all and singular that certain parcel or tract of land situate, lying and being in the Municipality of North Cowichan, Province of British Columbia, and being more particularly known and described as:

Parcel Identifier 017 829 020

Lot 2, Sections 1 and 2, Range 3, Comiaken District, Plan VIP54532

(hereinafter referred to as the "Servient Lands");

- B. The Transferee is the registered owner of all and singular that certain parcel or tract of land, situate, lying and being in the Municipality of North Cowichan, Province of British Columbia, and being more particularly known and described as:

Parcel Identifier 002 425 602

Section 1, Range 3, Comiaken District except part in
Plans 35735, 35736, 36836, VIP54532 and VIP55257

(hereinafter referred to as the "Dominant Lands");

- C. The Transferee has requested that the Transferor grant and the Transferor has agreed to grant unto the Transferee an Easement in, under, over, through and upon the Servient Lands for the purposes of installing and maintaining storm and sanitary sewer services on the Servient Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) and other valuable consideration now paid by the Transferee to the Transferor (the receipt and sufficiency whereof is hereby acknowledged) the Transferor for itself, its successors and assigns, hereby grants unto the Transferee, its successors and assigns, the full, free and unrestricted right, licence, liberty, privilege and easement, together with its servants, agents, workmen, employees and officers, and also together with all necessary vehicles, tools, equipment, and materials, to enter upon at any time and to use the Servient Lands for the purposes of laying down, constructing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing and repairing, with or without pipes, pumps, wires, fittings, valves and service connections, or any form of installation deemed necessary (hereinafter collectively called "the works") in, under, over, through and upon the Servient Lands the following:

1. a storm sewer system for the passage and carriage of drainage water; and
2. a sanitary sewer system for the passage and carriage of sewage;

and of keeping and maintaining the works at all times in good condition and repair.

THE EASEMENT herein granted is declared to be appurtenant to and for the benefit of the Dominant Lands.

IT IS MUTUALLY AGREED between the parties hereto as follows:

1. The Transferee shall indemnify and save harmless the Transferor from any and all claims arising through the use of the Servient Lands by the Transferee.
2. All damage caused by the Transferee in undertaking the works shall be paid for by the Transferee.
3. The surface of the ground shall be restored by the Transferee to its original condition as much as is reasonably possible as soon as any of the works have been completed.
4. Any of the works undertaken by the Transferee shall be completed by the Transferee with due dispatch.
5. The Transferor will not erect any buildings or structures, or permit any buildings or structures to be erected, nor plant, nor permit to be planted, any trees, shrubs, or other growth on the Servient Lands that would obstruct or preclude the Transferee's right to pass or repass in, under, over, through, and upon the Servient Lands.
6. The Transferor will not plant any trees, shrubs, or other growth on the Servient Lands that would in time become a hazard to the said works, or allow anything to be done which, in the opinion of the Transferee, would be hazardous to the said works.
7. The Transferor will not carry out blasting operations on the Servient Lands unless permission in writing has first been received from the Transferee, which permission shall not be unreasonably withheld. Should blasting operations permitted by the Transferee damage the works the Transferor will pay for such damages.
8. The Easement granted herein shall be construed as running with the land and no part of the fee of the soil shall pass to or be vested in the Transferee and the Transferor may use and enjoy the Servient Lands in common with the Transferee.
9. Wherever the singular or masculine are used throughout this Agreement the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties hereto so require.
10. In the event the District of North Cowichan agrees to take over the operation and maintenance of the works, then this Easement shall cease and determine and the Transferor, at the expense of the Transferee, shall execute all necessary plans, documents and other material required to register a statutory right-of-way for storm and sanitary sewer services in favour of the District of North Cowichan over all or portions of the Servient Lands.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) hereof.

END OF DOCUMENT

94 AP 20 10 23 5

EH050620

LAND TITLE ACT
FORM C

(Section 219.81)

Province of
British ColumbiaRECEIVED
LAND TITLE OFFICE
1#@ \$50.00 chg 3

GENERAL INSTRUMENT - PART I

(This area for Land Title Office use)

Page 1 of 5 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Susan Annala (683-6700)

10th Floor, 1075 West Georgia St.
Vancouver, B.C. V6E 4G8

Agent for District of North Cowichan

signature of applicant, applicant's solicitor or agent

SUSAN ANNALA

West Coast

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

INITIAL

218

(LEGAL DESCRIPTION)

NO PID NUMBERS

Lots 218 to 232 inclusive and 239, Section 1,
Range 3, Comiaken District, Plan VIP 58746

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Statutory Right-of-Way over Page 3 & 4
Part on Plan VIP 58747

Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms
(b) Express Charge Terms
(c) Release

☐ D.F. No.☒ Annexed as Part 2 04/20/94 A5550a CHARGE 50.00☐ There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):* FIRST NATIONAL PROPERTIES LTD. (Amal. No. 331455) and
GROSVENOR INTERNATIONAL CANADA LIMITED. (Inc. No. 379395)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*

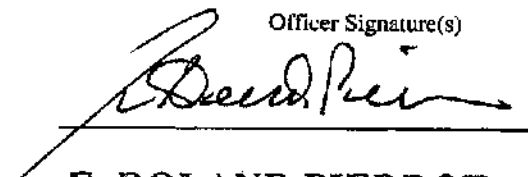
THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN having offices at
7030 Trans Canada Highway, P.O. Box 278, Duncan, British Columbia V9L 3X4

7. ADDITIONAL OR MODIFIED TERMS: *

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

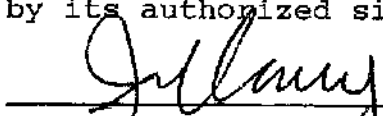
Officer Signature(s)


E. ROLAND PIERROT
 Solicitor
 1000 - 1075 W. Georgia St.
 Vancouver, B.C. V6E 4G8

Execution Date

Y	M	D
94	1	28

Party(ies) Signature(s)

FIRST NATIONAL PROPERTIES LTD.
by its authorized signatory

TERRY CHONG
 Vice President
 Finance & Administration

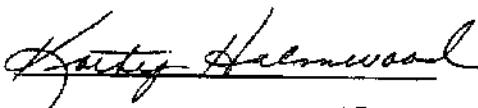
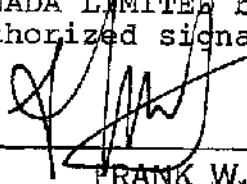
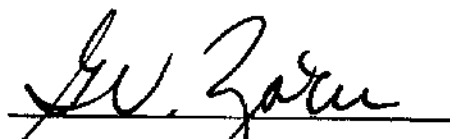
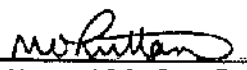
OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument. *If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

**If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 2 of 5

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 KATHLEEN HOLMWOOD Notary Public 410 - 1040 West Georgia St. Vancouver, B.C. V6E 4H1 669-2772 <i>(as to both signatories)</i>	94	2	2	GROSVENOR INTERNATIONAL CANADA LIMITED by its authorized signatories  FRANK W. JUSZCZYK
 GEORGINA V. ZORN A COMMISSIONER FOR TAKING OATHS AND AFFIDAVITS IN BRITISH COLUMBIA. P.O. BOX 278, DUNCAN, B.C. V9L 3X4	94	04	13	THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN by its authorized signatories  HENRY REX HOLLETT, MAYOR
				 MARK OLIVER RUTTAN, CLERK

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

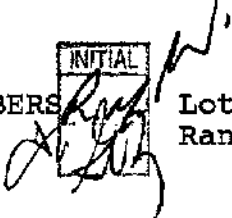
3

Page 3 of 5

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. The Transferor is the registered owner in fee simple of all and singular those certain parcels or tracts of land and premises situate, lying and being in the Municipality of North Cowichan, Province of British Columbia, being more particularly known and described as:

PID	INITIAL	LEGAL DESCRIPTION
NO PID NUMBERS		218 Lots ~~218~~ to 232 inclusive and 239, Section 1, Range 3, Comiaken District, Plan VIP <u>58746</u>

(hereinafter called the "Lands").



2. The Transferee has requested the Transferor to grant and the Transferor has agreed to grant to the Transferee a statutory right-of-way through, under and across those portions of the Lands outlined in dark black on the plan of Statutory Right-of-Way through Lots 218 to 232 and 239, Section 1, Range 3, Comiaken District, Plan VIP 58746, prepared by William R. Hutchinson, BCLS, and completed and certified correct on the 9th day of December, 1993, for the purposes herein contained

(hereinafter referred to as the "Right-of-Way Area").

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration now paid by the Transferee to the Transferor (the receipt and sufficiency whereof is hereby acknowledged) the Transferor, pursuant to Section 214 of the Land Title Act, for itself, its successors and assigns, hereby grants unto the Transferee; its successors and assigns, the full, free and unrestricted right, licence, liberty, privilege and easement, together with its servants, workmen and employees and also together with all necessary vehicles, tools, equipment and materials to enter upon at any time, and to use the Right-of-Way Area for the purposes of laying down, constructing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing and repairing, with or without pipes, pumps, wires, fittings, valves and service connections, or any form of installation deemed necessary, (hereinafter collectively called "the Works") in, under, over, through and upon the Right-of-Way Area the following:

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1. a storm sewer system for the passage and carriage of drainage water; and
 2. a sanitary sewer system for the passage and carriage of sewage;
- and of keeping and maintaining the Works at all times in good condition and repair.

IT IS MUTUALLY AGREED between the parties hereto as follows:

1. THAT the Transferee shall indemnify and save harmless the Transferor from any and all claims arising through the use of the Right-of-Way Area by the Transferee;
2. THAT all damage caused by the Transferee in the undertaking of the Works shall be paid for by the Transferee;
3. THAT the surface of the ground shall be restored by the Transferee to its original condition as much as is reasonably possible as soon as any of the Works have been completed;
4. THAT any of the Works undertaken by the Transferee shall be completed by the Transferee with due dispatch;
5. THAT the Transferor will not erect any buildings or structures (except fences) or permit any buildings or structures to be erected (except fences) nor plant, nor permit to be planted, any trees, shrubs, or other growth on the Right-of-Way Area that would obstruct or preclude the Transferee's right to pass or repass in, under, over, through and upon the Right-of-Way Area;
6. THAT the Transferor will not plant any trees, shrubs, or other growth on the Right-of-Way Area that would in time become a hazard to the said Works, or allow anything to be done which, in the opinion of the Transferee, would be hazardous thereto;
7. THAT this Statutory Right-of-Way is necessary for the operation and maintenance of the Transferee's undertaking;
8. THAT the Statutory Right-of-Way granted herein shall be construed as running with the land and no part of the fee of the soil shall pass to or be vested in the Transferee and the Transferor may use and enjoy the Right-of-Way Area in common with the Transferee;

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9. THAT wherever the singular or masculine are used in this Agreement they shall be construed as meaning the plural, feminine or body politic or corporate where the context or the parties hereto so require;
10. THAT this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed the attached Form C General Instrument - Part 1 as their act and deed as if under seal on the date stated.

END OF DOCUMENT

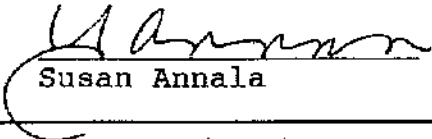
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RECEIVED
LAND TITLE OFFICE
VICTORIALAND TITLE ACT
FORM 35

[Section 216(1)]

Declaration of Building Scheme

NATURE OF INTEREST: Charge: Building Scheme
HEREWITH FEE OF: \$50.00Address of person entitled to apply to register this building scheme:
10th Floor, 1075 West Georgia Street, Vancouver, B.C. V6E 4G8Full name, address, and telephone number of person presenting application:
Susan Annala, Manager, First National Properties Ltd., 10th Floor,
1075 West Georgia Street, Vancouver, B.C. V6E 4G8 (Tel: 683-6700)
Susan Annala

West Coast

04/20/94 A5550a CHARGE 50.00

WE,

FIRST NATIONAL PROPERTIES LTD., (Amalgamation #331455),
10th Floor, 1075 West Georgia Street,
Vancouver, British Columbia, V6E 4G8

AND:

GROSVENOR INTERNATIONAL CANADA LIMITED, (Inc. #379395),
#2100, 1040 West Georgia Street,
Vancouver, British Columbia, V6E 4H1

HEREBY DECLARE:

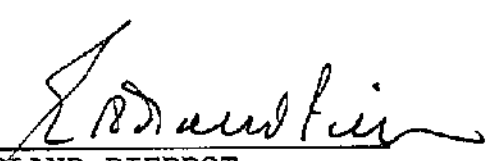
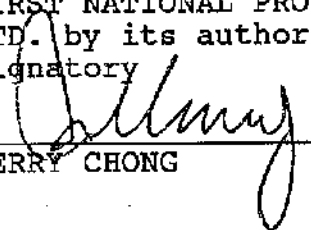
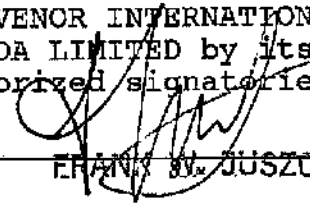
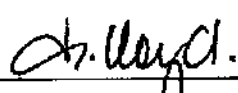
1. We are the registered owners in fee simple of the following land
(hereinafter called the "Lots").

NO PID NUMBERS Lots 218 to 247 inclusive,
Section 1, Range 3,
Comiaken District,
Plan VIP 58746

2. We hereby create a Building Scheme relating to the Lots.

2

3. A sale of any of the Lots is subject to the restrictions enumerated in Schedule "A" attached or annexed hereto.
4. The restrictions shall be for the benefit of all the Lots.

EXECUTION(S)		
Execution Date		
Officer Signature(s)	(Y/ M/ D/)	Party(ies) Signature(s)
 E. ROLAND PIERROT, Solicitor, #1000 - 1075 W. Georgia Street Vancouver, B.C. V6E 4G8 (as to Terry Chong's signature)	94 / 1/28	FIRST NATIONAL PROPERTIES LTD. by its authorized signatory  TERRY CHONG
 KATHLEEN HOLMWOOD Notary Public 410 - 1040 West Georgia St. Vancouver, B.C. V6E 4H1 669-2772 (as to both Signatures)	94 / 2/2	GROSVENOR INTERNATIONAL CANADA LIMITED by its authorized signatories  FRANK W. JUSZCZYK  D.F. LLOYD

OFFICER CERTIFICATE:

YOUR SIGNATURE CONSTITUTES A REPRESENTATION THAT YOU ARE A SOLICITOR, NOTARY PUBLIC OR OTHER PERSON AUTHORIZED BY THE EVIDENCE ACT, R.S.B.C. 1979, C.116, TO TAKE AFFIDAVITS FOR USE IN BRITISH COLUMBIA AND CERTIFIES THE MATTERS SET OUT IN PART 5 OF THE LAND TITLE ACT AS THEY PERTAIN TO THE EXECUTION OF THIS INSTRUMENT.

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SCHEDULE "A"**SCHEDULE OF RESTRICTIONS****INTRODUCTION**

1. It is in the intention of First National Properties Ltd. and Grosvenor International Canada Limited (the "Developer") that all improvements, including dwellings, fences and landscaping are controlled as to design, siting, setbacks, type of materials used and exterior color schemes to ensure a mixture in setbacks and dwelling types is built upon the lots, so that an imaginative, quality, residential development ensues with a tasteful variety of appearance throughout the subdivision, and that all dwellings are suited to the particulars lot on which they are to be located.
2. There shall not be constructed, placed, erected or maintained on any lot, any dwelling, building or other improvement whatsoever unless and until two sets of plans and specifications therefor showing compliance in all respects with these restrictions and showing elevations, siting, size, color scheme and all materials to be used, have been submitted to and approved in writing by the Developer or by its authorized agent or agents who shall have the right and power to approve or arbitrarily reject same.

TIMING FOR IMPROVEMENTS

1. The construction of any dwelling, building or other improvement on a lot shall commence within six (6) months of the date of granting of approval of the plans and specifications, otherwise such approval shall be null and void.
2. Construction of the approved dwelling, building or other improvement shall be proceeded with diligently and continuously from commencement of construction until completion thereof, which shall not be later than six (6) months from the date of commencement of construction.
3. Within sixty (60) days of the completion of any home the front yard landscaping must be completed. However, if weather conditions do not permit the completion of landscaping within the required sixty days, the front yard landscaping must be started as soon as weather conditions permit and completed within six (6) months of the completion of house construction.

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MUNICIPAL REQUIREMENTS

1. Minimum set backs for all yards will conform to those established by the Municipality of North Cowichan, however increased setbacks may be prescribed by the Developer or its agent in the interest of tree preservation, variety in the streetscapes or maximization of privacy.
2. Maximum requirements for site coverage and driveway slopes established by the Municipality of North Cowichan must be adhered to.

SITE REQUIREMENTS

1. No lot shall be randomly cleared of existing growth. The building envelope and driveway area shall be carefully cleared to preserve, wherever possible, trees in the front, side and rear yards.
2. Selective clearing of dangerous trees and small growth is permitted outside the building envelope. When clearing, care should be taken not to fall trees or pile materials on adjacent lots or boulevards. All clearing shall be removed from the development or burned after obtaining any necessary burning permits.
3. The existing grades of all lots should be maintained as much as possible. Dwellings should take advantage of the existing grade configuration. Any exposed retaining walls over two (2) feet in height shall be architecturally treated by sandblasting, board forming or exposed aggregate. Any exposed foundation walls over two (2) feet in height shall be covered with exterior finish material to match the exterior of the dwelling.

SIZE AND HEIGHT

1. No dwelling shall be erected which shall have a main floor area less than thirteen hundred (1300) square feet for a single level house and one thousand (1000) square feet for the main floor of a multilevel house inclusive of outer walls but exclusive of any garage, covered extension, patio, porch or other permitted appendage.

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2. The Developer wishes to maintain and enhance sight lines from each lot and nearby property as much as possible. For lots sloping downhill from the road, the Developer or its agent reserves the right to restrict the maximum height of the ridge of the roof to sixteen (16) feet above the elevation of the centerline of the road in front of the lot. For uphill sloping lots, the Developer or its agent reserves the right to restrict the maximum height of any improvement to two storeys (plus roof) from the average elevation of the existing grade at the four outermost corners of the dwelling.

DWELLING AND ROOF DESIGN

1. Dwellings shall be designed so that the front elevation has a minimum of two roof intersections, two separate roof planes or a combination of both.
2. The minimum pitch of any roof shall be three in twelve. The maximum pitch of roof shall be twelve in twelve for a single storey dwelling and six in twelve over the upper storey of a two storey dwelling.

EXTERIOR FINISHES

1. Roofs - Cedar or pine shingles or shakes are recommended and encouraged. Terra-cotta or concrete tiles are permitted. Fiberglass roofing will be permitted if it is of sufficient thickness and quality to have a minimum 30 year warranty and is a weathered wood color to give the appearance of wood shingles. Roofs of metal, tar and gravel or duroid will not be permitted.
2. Walls - Cedar siding is recommended and encouraged. Stucco may be used in conjunction with approved trim and details. Vinyl siding will be permitted if used with rock or brick on the front of any improvement. Vinyl siding with a matte or wood grain finish is recommended. Aluminum siding will not be permitted.
3. Chimneys - No exposed metal chimneys or uncovered concrete block chimneys will be permitted. All chimneys must be faced with siding, stucco or decorative brick or rock.

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EXTERIOR COLOR SCHEME

1. Exterior color schemes must be clearly indicated on submitted drawings.
2. Subdued, natural colors are recommended. Light colors will be permitted with contrasting darker colors for trim.
3. Bright or primary colors will only be permitted as contrasting trim with prior approval from the Developer or its agent.
4. The Developer or its agent will consider the color of existing homes and homes under construction when reviewing a submission. Colors similar to those of neighbouring homes will be discouraged.

USAGE

1. No basement, garage or any outbuilding shall be used as a separate residence, either permanently or temporarily.
2. No shack or cabin shall be erected on any of the lots or be used either temporarily or permanently as a residence.
3. No tent or other temporary structure of any kind shall be erected on any lot or used for any purpose. Construction trailers will only be permitted during the construction of the dwelling and must be removed as soon as the dwelling is complete.
4. No trailer, mobile home, metal structure, camper or motor vehicle of any kind shall be maintained on any of the lots as a residence, either permanently or temporarily.

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VEHICLES

1. Except for licenced passenger vehicles, no chattels, including without limitation, trailers, campers, motor homes, trucks and boats, shall be parked, placed or situated on any lot except in a garage, or in an area on the lot to the side of the rear of the house which is bounded by adequate screening for the benefit of the neighbouring lots.
2. No truck in excess of three-quarter ton capacity, or commercial vehicle or machinery of any kind, and in particular, logging trucks, bulldozers, backhoes or like conveyances, shall be stored or parked anywhere on any of the lots, except as may be reasonably required during the construction of any improvement.

GARAGES AND DRIVEWAYS

1. There shall be provided on each lot, an enclosed garage for standard, passenger-size motor vehicles.. No carports or garages without doors shall be permitted.
2. All driveways or other vehicular access on a lot or to improvements constructed on a lot, shall be concrete, inter-locking pavers, exposed aggregate or a combination thereof. Asphalt driveways will only be permitted with prior approval by the Developer or its agent. Gravel driveways shall not be permitted.

LANDSCAPING

1. Front yards shall be turfed or, as a minimum requirement, seeded for lawn. In addition to grassed areas, selective use of bark mulch, shrubs, flowers and trees in bedding areas and around rock outcroppings is recommended and encouraged.
2. Rear and side yards, as a minimum requirement, must be cleared of underbrush, small growth and dead or leaning trees. Seeding for lawn is encouraged.

GENERAL REQUIREMENTS

1. No improvement or lot shall be allowed to fall into a state of disrepair or become unsightly or untidy. Each of the lots and improvements thereon, and the boulevards in front of the lots, shall be maintained at all times in a neat and attractive state and condition.

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2. No waste or materials of any kind whatsoever shall be stored or accumulated in any exposed area of the lots at any time. Storage of logs on the lots at any time, either permanently or temporarily, is prohibited. Cut firewood must be kept neatly stacked out of view along the side or rear of the house.
3. No garbage receptacles, incinerator or compost heap shall be kept on any of the lots unless the same is screened from view at all times.
4. No antenna or satellite receiving dish shall be erected or installed on any lot or on the exterior of any home or improvement.
5. No outdoor clothes lines or poles shall be erected save and except an umbrella or collapsible type erected in such a manner as not to be visible from the street upon which the lot is situated.
6. No wire fencing shall be installed or constructed in the front yard of any house, including without limitation, page wire, barbed wire or chain link fencing.
7. None of the lots shall be subdivided. The word "subdivided" as used herein refers to a subdivision by deposit of subdivision plan or strata plan or by other means that would result in the creation of additional parcels within the subdivision.

EXEMPTION AND LIABILITY

1. The Developer or its agent reserves the right to modify, waive, relax or release any restrictions or stipulations relating to any of the lots remaining unsold including any restrictions or stipulations which may become binding on the Developer or its agent by virtue of this Statutory Building Scheme. If any lot is exempted from the restrictions hereby created, the owners of such lots or lots shall not be entitled to enforce these restrictions for their own benefit.

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2. Any modification, waiver, relaxation or release by the Developer or its agent of any of the restrictions or stipulations relating to any of the lots remaining unsold including any restrictions or stipulations which may become binding on the Developer or its agent by virtue of this Statutory Building Scheme shall be in writing.

COMPLIANCE

1. Any damage caused to the road surface, curbs, sidewalks, service connections, street lights or survey pins in front or on any lot, during the construction of any building, structure, addition, alteration or other improvement, shall be for the account of the owner of the lot. The costs of repair, together with any legal costs, shall be a debt owing by the owner payable to the Municipality of North Cowichan on delivery of any invoice by the Municipality or the Developer or its agent to the owner for the repair work. In the event that there are missing survey pins or existing damage to these services before the lot is sold, this must be reported in writing to the Developer prior to the completion of the lot purchase for replacement or repair by the Developer.

